

HELICA PLUS, LLC,

V.

Defendants.

THIS MATTER IS BEFORE THE COURT on Defendant’s “Motion to Dismiss And/Or
el Arbitration And Motion to Stay” (Document No. 2) and “Brief in Support...” (Document
filed December 13, 2006, and Plaintiff’s “Response to Motions of Defendant...” (Document
filed January 3, 2007. This matter has been assigned to the undersigned Magistrate Judge
nt to 28 U.S.C. §636 and is now ripe for disposition.

Having fully considered the arguments, the record, and the applicable authority, the undersigned will grant Plaintiff's motion. Pursuant to 9 U.S.C. § 3, the briefs of the parties and the Distribution Agreement signed by the parties on April 14, 2005, specifically noting Article X Arbitration, it seems clear that it is most appropriate for the parties to submit themselves to arbitration per their agreement, and that this matter should be stayed pending the outcome of that arbitration. It appears to the undersigned that there is no significant disagreement between the parties that a stay and arbitration are the proper course.

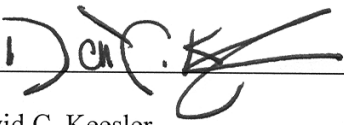
IT IS, THEREFORE, ORDERED Defendant's motion is **GRANTED** and that the parties shall submit resolution of Plaintiff's breach of contract claim to arbitration as described in their

Distribution Agreement signed April 14, 2005.

IT IS FURTHER ORDERED that all remaining claims brought by Plaintiff shall be **STAYED** until the resolution of arbitration.

IT IS FURTHER ORDERED that the parties shall jointly file a status report on this matter within thirty (30) days of the resolution of the arbitration. That report shall include either a stipulation of dismissal of all claims or a report of initial attorneys' conference and proposed case management plan pursuant to Fed.R.Civ.P. 26(f) and L.R. 16.1.

Signed: February 22, 2007



David C. Keesler
United States Magistrate Judge

